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COMPANY; UNITED STATES FIDELITY AND GUARANTY
COMPANY; and TRAVELERS INDEMNITY COMPANY OF AMERICA

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

10) CASE NO.: 2:13-CV-00683-APG-GWF
11 TONYA RUSHING)
12 Plaintiff,)
13 vs.)
14 ST PAUL FIRE & MARINE INSURANCE)
15 COMPANY; UNITED STATES FIDELITY)
16 AND GUARANTY COMPANY; and)
17 TRAVELERS INDEMNITY COMPANY OF)
18 AMERICA; EVANSTON INSURANCE)
19 COMPANY; DOE INSURANCE AGENT;)
20 DOES 1-10, inclusive; and ROE)
21 CORPORATIONS 1-10 inclusive,)
Defendants.)
STIPULATION AND ORDER TO DISMISS
ST. PAUL FIRE & MARINE INSURANCE
COMPANY, UNITED STATES FIDELITY
AND GUARANTY COMPANY AND
TRAVELERS INDEMNITY COMPANY OF
AMERICA WITH PREJUDICE

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1 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff, TONYA RUSHING, and defendants, ST. PAUL FIRE & MARINE
3 INSURANCE COMPANY, UNITED STATES FIDELITY AND GUARANTY COMPANY and
4 TRAVELERS INDEMNITY COMPANY OF AMERICA, through their respective designated
5 counsel, that this action be dismissed in its entirety, with prejudice, as to ST. PAUL FIRE &
6 MARINE INSURANCE COMPANY, UNITED STATES FIDELITY AND GUARANTY
7 INSURANCE COMPANY and TRAVELERS INDEMNITY COMPANY OF AMERICA only.

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1 TONYA RUSHING, ST. PAUL FIRE & MARINE INSURANCE COMPANY, UNITED
2 STATES FIDELITY AND GUARANTY COMPANY and TRAVELERS INDEMNITY
3 COMPANY OF AMERICA further stipulate and agree to bearing their own costs and fees.

4 **IT IS SO STIPULATED.**

5 **JONES WILSON**

6 DATED: April 27, 2015

7 By: /s/ Justin L. Wilson
8 JUSTIN L. WILSON
9 Attorneys for Plaintiff, TONYA RUSHING

10 **MORALES FIERRO & REEVES**

11 DATED: April 27, 2015

12 By: /s/ David A. Astengo
13 DAVID A. ASTENGO
14 Attorneys for Defendants, ST. PAUL FIRE
15 & MARINE INSURANCE COMPANY; UNITED STATES FIDELITY AND
16 GUARANTY COMPANY; and TRAVELERS INDEMNITY COMPANY
17 OF AMERICA

18 **ORDER**

19 Pursuant to the stipulation of plaintiff, TONYA RUSHING, and defendants, ST. PAUL
20 FIRE & MARINE INSURANCE COMPANY, UNITED STATES FIDELITY AND
21 GUARANTY COMPANY and TRAVELERS INDEMNITY COMPANY OF AMERICA,
22 through their respective designated counsel, and good cause existing therefore,

23 **IT IS HEREBY ORDERED** that defendants, ST. PAUL FIRE & MARINE
24 INSURANCE COMPANY, UNITED STATES FIDELITY AND GUARANTY COMPANY and
25 TRAVELERS INDEMNITY COMPANY OF AMERICA only are dismissed with prejudice, with
26 each party to bear their own costs and fees

27 DATE: April 28, 2015



28 **UNITED STATES DISTRICT JUDGE**